DOCUMENT RESUME

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TITLE	Agreement: Desert Community College District, College of the Desert Faculty Association CTA/NEA, January 13, 1989-June 30, 1989.
INSTITUTION	Desert Community Coll. District, Palm Desert, CA.
PUB DATE	89
NOTE	21p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.
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DESCRIPTORS	*Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Workload; Fringe Benefits; Leaves of Absence; Negotiation Agreements; *Personnel Policy; *Teacher Salaries; Two Year Colleges; Unions
IDENTIFIERS	California Teachers Association; College of the Desert CA; Desert Community College District CA; National Education Association; *NEA Contracts

ABSTRACT

The collective bargaining agreement between the Desert Community College District and the College of the Desert Faculty Association/California Teachers Association/National Education Association is presented. This contract, covering the period from January 13, 1989 through June 30, 1989, deals with the following topics: bargaining agent recognition; definitions of terms; academic calendar; association and employee rights; compensation; health and welfare benefits; leaves; no strike clause; acceptance of the entire agreement; and agreement conditions and duration. Appendixes provide a summary of benefits, a certificated salary schedule, and a non-teaching salary schedule. (JMC)

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DESERT COMMUNITY COLLEGE DISTRICT

COLLEGE OF THE DESERT FACULTY ASSOCIATION CTA/NEA

ED338320

Agreement

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JANUARY 13, 1989

TO

JUNE 30, 1989

Palm Desert, California

JC 910543

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ARTICLE I: AGREEMENT

Section 1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the Desert Community College District ("District") and the College of the Desert Faculty Association CTA/NEA ("Association"), an employee organization.

Section 2. This agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540), of Division 4 of Title 1 of the Government Code.

ARTICLE II: RECOGNITION

Section 1. Pursuant to the certification of the Public Employment Relations Board of the State of California dated April 20, 1988, in Case number LA-R-929, the District recognizes the College of the Desert Faculty Association, CTA/NEA as the exclusive representative of "Faculty Members" as defined in Section 2.

Section 2. "Faculty Member(s)" shall mean all certificated employees of the District except: (i) part-time certificated employees employed for less than 60% of a full-time load; (ii) the President; Vice President, Educational Services; Vice President, Adminstrative Services; Provost, Copper Mountain Campus; Dean, School of Liberal Studies; Dean, School of Sciences and Technology; Dean of Student Services and Relations; Dean, Community Education and Resource Development; Director, Institutional Resources and Research; Dean, Educational Services, Copper Mountain Campus; Director, Computer Services; and, Director, Allied Health and Nursing.

Section 3. Any dispute between the Association and the District as to whether any position, new or revised, is to be included within or excluded from the Bargaining Unit, will be submitted to the exclusive jurisdiction of the Public Employment Relations Board for decision.

ARTICLE III: DEFINITIONS

Section 1. "Administrator" shall mean a management and/or supervisory employee of the District.

Section 2. "Bargaining Unit" shall mean all Faculty Members covered by this agreement.

Section 3. "Board" shall mean the Board of Trustees of the Coachella Valley Community College District.

Section 4. "President" shall mean the Superintendent of the Desert Community College District and the President of College of the Desert.

Section 5. "College" shall mean the College of the Desert including the Palm Desert campus and the Copper Mountain Center.

Section 6. "District" shall mean the Desert Community College District, its Trustees and all administrators when acting in their official capacites in matters covered by this Agreement. Any action which changes the name of the District shall have the effect of amending this section to include the new name.

Section 7. "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

Section 8. "Association" shall mean the College of the Desert Faculty Association, Chapter, CTA/NEA.

Section 9. "Parties" shall mean the District and the Association.

Section 10. "Flex Calendar" shall mean an academic year calendar which includes non-instructional days set aside for Faculty and staff in-service workshops and meetings as provided by the Education Code.

Section 11. "Transfer" shall mean the relocation of a Faculty Member's Assignment from one College site to another.

Section 12. "Site" shall mean the Palm Desert or Copper Mountain campuses and their assigned off-campus locations.

Section 13. "Day" shall mean any day during which the District Office is open to the public for business.

ARTICLE IV: ACADEMIC CALENDAR

SECTION 1. The Academic Calendar for only the 1989-90 academic year shall be developed using currently established procedures.

ARTICLE V: RIGHTS OF THE ASSOCIATION

Section 1. To satisfy the requirements of Chapter 10.7 of the Government Code, during the Spring Semester, 1989, the Association shall be allowed released time equivalent to eighteen (18) Semester Instructional Units (SIU) with the understanding that the time will be allocated to the bargaining team in the amount of fifteen SIU's and the President of the Association in the amount of three (3) SIU's.

Section 2. Any Faculty Member who is a member of the Association, or who has applied for membership may sign and have delivered to the college administration an assignment authorizing deduction of CODFA/CTA/NEA dues or assessments in the Association and negotiating team fees. If so stated on the authorization, such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, deductions shall be made on a uniform basis so that the total amount is deducted by the end of the ten (10) month academic year.

Section 3. With respect to all sums deducted by the District pursuant to authorization of the Faculty Member, whether for membership dues or equivelent fees, the District agrees to remit monthly, within a reasonable time period, such monies to the Association's designee. Each month the District shall provide an alphabetical list of Faculty Members for whom such deductions have been made.

ARTICLE VI: EMPLOYEE RIGHTS

Section 1. Neither the District nor the Association shall discriminate in any way against any Faculty Member because of participation or lack of participation in Association activities, or for filing or processing any grievance, or for failing to file or process any grievance.

Section 2. There shall be an official District personnel file for each Faculty Member. Each Faculty Member shall have access to his/her personnel file during regular business hours of the District. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District. The personnel file shall include, but not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the Faculty Member shall be a part of the official District file. Materials which were obtained prior to the employment of the Faculty Member or those prepared by the hiring committee prior to employment in the District shall be excluded.

Section 3. Prior to placement in the personnel file any material which is of an evaulative nature shall be signed by the evaluator and the Faculty Member. Any materials which are of other than a positive nature receive from persons other than recognized evaluators shall be presented to the Faculty Member for review before it is placed in the personnel file. Faculty Member shall be allowed ten (10) days to respond to all materials, either evaluative or from other sources, in writing and have the written response attached to and included as a part of such materials.

ARTICLE VII: COMPENSATION

Section 1. Procedures for placement and advancement on the teaching and non-teaching salary schedules for the 1988-89 fiscal year shall remain as they were at the beginning of that year.

Section 2. The 1987-88 salary schedules for all teaching and non-teaching Faculty Members shall be increased by five and one-half (5.5) percent for the 1988-89 academic year effective August 25, 1988. All Faculty Members who were employed August 25, 1988 shall receive the increase retroactive to that date. Persons on extended contratcts whose employment for the 1988-89 academic year began prior to August 25, 1988, shall receive pay retroactive to the first day of duty for the Fall Semester, 1988. Faculty Members employed subsequent to August 25, 1988, shall receive the increase effective on their first date of employment. Faculty Members who are paid for additional assignments on an hourly basis shall be paid at the part-time teaching rates as established for the 1988-89 Academic Year. These hourly rates shall be: $17.48 per hour for laboratory instruction and $21.53 per hour for lecture instruction.

Section 3. This article may be reopened upon written request of either party for the purpose of negotiations regarding changes in income during the term of the Agreement.

ARTICLE VIII: HEALTH AND WELFARE BENEFITS

Section 1. Current levels of medical, dental and prescription service shall be maintained to the extent of the cost of such plans during the 1988-89 fiscal year except that the fee-for-service contract shall be converted to a Preferred Provider Plan. The plans will provide benefits as contanied in Appendix B.

ARTICLE IX: LEAVES

Section 1. Illness leave. Each Faculty Member shall be credited illness leave at the beginning of each academic year. Unused illness leave may be accumulated indefinitely. Illness leave will be earned annually on the basis of days of service for full-time Faculty Members as follows:

Days of Service	Days of Illness Leave Earned
170-190	10
191-210	11
211-230	12

Section 2. Personal Necessity Leave.

(a) A Faculty Member may be absent from duty without loss of pay for duty days not to exceed three (3) days during any academic year and have the absence charged to the sick leave account. For the purpose of qualifying for paid personal necessity leave, there should be compelling reason requiring Faculty Member's absence from duty, which cannot be attended outside of the Faculty Member's scheduled duty hours.

(b) In addition to (a) above a Faculty Member may be absent from duty without loss of pay for three (3) days during any academic year and have the absence charged to the sick leave account for either of the following reasons:

(1) The death of a person significant to the Faculty Member.

(2) An accident or emergency illness involving the Faculty Member's person, property, or the person or property of a Faculty Member's immediate family (as defined in Section 3 of this Article).

Faculty Member shall, whenever possible, submit a verbal or written notice to the immediate supervisor prior to the taking of Personal Necessity Leave. In the case of leave taken for reasons enumerated in Sub-Sections (b)(1) and (2), Faculty Member may be required to present evidence of the emergency nature of the incident giving rise to the request for Personal Necessity Leave.

Section 3. Bereavement Leave. A Faculty Member is entitled to three (3) days of leave for the death of any member of the Faculty Member's immediate family and five (5) days for the death of an immmediate family member when out-of-state travel or travel of more than 350 miles one way is required. For purposes of this section and other related sections, a member of the immediate

family shall include: mother, mother-in-law, father, father-in-law, husband, wife, son, daughter, brother, sister, grandparent, grandchild or any relative living in the immediate household of the Faculty Member.

Section 4. Jury Leave. Faculty Member shall be granted leave at full pay when regularly called for jury duty. As soon as Faculty Member receives the order calling Faculty Member to jury duty, Faculty Member must present a copy of the order to the Personnel Ofice and notify the appropriate Dean. The District shall not discourage employees from accepting jury service. The District reserves the right to discuss with the Faculty Member the practicality of seeking exemption and/or deferment when jury service would materially disrupt Disrtict operations. Fees received by Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

Section 5. Maternity Leave. Upon written request, accompanied by verification from a licensed California physician, maternity leave of absence without pay will be granted a Faculty Member who is pregnant. Such leave shall be for a term of one academic year or less and shall terminate with the beginning of either the Fall or Spring semesters. Faculty Member returning from maternity leave shall provide the District with at least one calendar month's notice of Faculty Member's intent to return. Faculty Member may be returned to a temporary assignment different from that which she left should her return come at a time other than the beginning of a semester. Each Faculty Member returning from maternity leave will be required to submit a statement from a licensed California physician attesting to the Faculty Member's fitness to return to duty. Requests for maternity leave shall be submitted through their immediate supervisor and reach the office of the Vice President, Educational Services, at least one month prior to the beginning date of the leave. Faculty members on unpaid maternity leave shall have the right to maintain all fringe benefits by paying the full cost of the premium of such benefits. Disabilities caused by or contributed to by pregnanacy, miscarriage, abortion, childbirth and recovery therefrom are for all job related purposes temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Section 6. Unpaid Leaves. The Board of Trustees may grant an unpaid leave of absence upon petition of a Faculty Member. Such unpaid leave, if granted, shall not be counted toward seniority or salary advancement. Such leave does not guarantee that Faculty Member shall be returned to the same assignment as that which was left. Faculty member shall be entitled to return to a position in a class of employment within the bargaining unit for which the Faculty Member is credentialed or otherwise qualified. Unpaid leaves shall not exceed a term of one year. The Board of Trustees may extend the leave year-to- year for a

total leave of not greater than three (3) years. Faculty Member must notify the District of Faculty Member's intent to return or not to return to regular status no later than three (3) calendar months prior to such return. Faculty Members on unpaid leave of absence shall have the right to maintain all fringe benefits by paying the full cost of the premium for such benefits. If a change is proposed in the position held by a Faculty Member prior to going on leave, the returning Faculty Member is entitled to the same prior notice and opportunity as would be afforded any other Faculty Member.

Section 7. Sabbatical Leaves: Sabbatical Leaves may be granted by the Board of Trustees in accordance with Board policy 4152.1. Which provides as follows:

> On the recommendation of the President of the College, the Board may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the College. Applicants for sabbatical leaves must file a program of study, research, writing or travel, and must submit a report upon return from leave, the nature of which shall be determined for each individual applicant.
>
> A maximum of 3% to 4% of the professional staff may be on sabbatical leave at any one time.
>
> Qualified staff members may be permitted to choose between the following alternatives:

Maximum Consecutive Years of Service	Length of Leave	Portion of Regular Salary Paid While on Leave
7	1 semester	100%
7	1 year	50%
14	1 year	100%

> A further eligiblity requirement for sabbatical leave is that the instructor be eligible for at least two years of service after the completion of the year of sabbatical leave.

Procedures for granting of sabbatical leaves shall be in accordance with those established and revised effective May 7, 1987.

ARTICLE X: CONCERTED ACTIVITIES

SECTION 1. The Association hereby agrees that there will be no strike, sympathy strike, work stoppage, slow down, refusal or failure to fully and faithfully perform job functions and responsiblities or other concerted action or refusal to perform job functions and responsibilities by the Association, its members, its officers or agents during the term of this Agreement.

Section 2. The District shall not engage in a lockout or participate in any other activity which obstructs the collective bargaining process during the term of this Agreement.

ARTICLE XI: ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 2. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and to the extent permitted by State law.

Section 3. The parties waive the right to meet and negotiate with respect to any subject or matter, whether or not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XII: AGREEMENT CONDITIONS AND DURATION

Section 1. This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 2. If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain on effect.

Section 3. This agreement shall take effect upon the date of its execution, except as otherwise specified, and shall remain in effect through June 30, 1989.

Section 4. Articles of the Agreement may be reopened only upon mutual consent of the parties except as otherwise provided within any given Article.

Section 5. It is further agreed to begin negotiations of all other 1989-90 successor contract items on or before September 15, 1989.

IN WITNESS WHEREOF the parties execute this Agreement this 13th day of January 1989.

COLLEGE OF THE DESERT FACULTY ASSOCIATION CTA/NEA

Norman B. Thu

Norman Thu
President

DESERT COMMUNITY COLLEGE DISTRICT

Ray House

Ray House, President
Board of Trustees

ROBERT F. DRIVER COMPANY, INC. • COMPLETE INSURANCE/BOND SERVICE •

SUMMARY OF BENEFITS
PREPARED FOR
COLLEGE OF THE DESERT

November, 1988

RICHARD B. GULLEY
Vice President

HOME OFFICE
1620 FIFTH AVENUE, SAN DIEGO, CALIFORNIA 92101 • (619) 238-1828 • FAX 619-699-1323

SUMMARY OF BENEFITS

	ALLSTATE PPO PLAN	
	PPO	NON-PPO
MEDICAL		
MAXIMUM BENEFIT	$1,000,000	
ADDITIONAL ACCIDENT BENEFIT	100% to $500	
HOSPITAL EXPENSES		
Deductible	None	$100
Coinsurance	90%	70%
HOSPITALIZAATION/PRE-CERTIFICATION		
Required	Yes	
Penalty	$250	
DEDUCTIBLE		
Individual		$100
Family		Two Per Family
COINSURANCE		
Percentage	90%	70%
Out-Of-Pocket Maximum	$500	$1,600
MATERNITY		
Hospital	90%	70%
Office	$10 Copay	70%
MENTAL HEALTH		
Inpatient	70%	
Outpatient	50%, $1,000 Per Year	
SURGERY		
Inpatient	90%	70%
Outpatient	90%	70%

	ALLSTATE PPO PLAN	
	PPO	NON-PPO
MEDICAL		
SECOND SURGICAL OPINION		
Coinsurance		100%
Deductible		None
Required		Yes
Penalty		50%
PRE-ADMISSION TESTING		100%, No Deductible
PRESCRIPTIONS		
Name Brand		$1 Copay
Generic		$1 Copay
PCS		Yes
CHIROPRACTIC		70%
PHYSICIAN		
Office	$10 Copay	70%
Lab, X-Ray	90%	70%
Other	90%	70%
WELL CHILD CARE		
Inpatient	90%	70%
Outpatient	Not Covered	Not Covered
HOME HEALTH CARE		70%
HOSPICE		70%
CONVALESCENT CARE		70%
EMERGENCY CARE	90%	90% When The Insured Did Not Have An Option Of The Provider Utilized.

COLLEGE OF THE DESERT EMPLOYEE INSURANCE SELECTIONS

CERTIFICATED EMPLOYEE

NAME _____ FULLTIME _____
PARTTIME _____

MEDICAL, PRESCRIPTION & DENTAL Full Time Employees - Paid in Full	EMPLOYEE PAYROLL DEDUCTIONS Col. 1 86-87	 Col. 2 87-88
MEDICAL INSURANCE - Choose One ALLSTATE LIFE INS. CO. - Paid Prescription Card (Includes $10,000 of Life Ins.)		
HMO PLANS PACIFICARE - Desert Family Medical Center Paid Prescription Card $3 Copay		
CALIFORNIA CARE - Desert Family Medical Center (Blue Cross) Paid Prescription Card		
DENTAL INSURANCE - Choose one DELTA DENTAL PLAN OF CALIFORNIA - Your choice of any Dentist		
DENTAL NET (Blue Cross) - Choose dentist in Palm Springs or Palm Desert (One dentist only)		
VARIOUS INSURANCE PLANS AVAILABLE		
Auto Ins. - Wausau Insurance Company Public Employee Ins.		
PACIFIC EDUCATORS INS. Various Insurance Applicable		
CANCER INS. - Mass General Life Ins. Co. Individual or Family Plan		
DUES - (Association)		
CTA - California Teachers Assoc.		
ACCCA - Admin. Membership		
ACSA - Assoc. California School Adm.		
FACCC - Faculty Assoc.		
FAMILY ACCIDENT - Insurance Co. of N.A.		
GROUP SALARY CONTINUATION - Life Ins Co. NA		
LIFE INSURANCE PLANS		
Transamerica Life Ins. - CTA Member only		
ACSA Group Life - SASS Transamerica Life		
Decreasing Term Life - Ins. Co. NA.		
North American Life Ins. - FACC Member		
Group Life - Mastmaker/Casbo Life		
American United Life Ins. - Decreasing Term Life		
Voluntary Level Term		
MISC. DEDUCTIONS		
United Way - Desert Area		
United Way - Mcronge Basin		
U.S. Savings Bonds (Series EE)		
Friends Copper Mountain College		
TSA Status		

I hereby authorize that the necessary deductions may be taken from my salary warrants.

_____
Signature

codeis

1988-89 CERTIFICATED SALARY SCHEDULE (PROPOSED)

(87-88 + 5.5%)

	RANGE						
STEP	I	II	III	IV	V	VI	VII
1	21,979	22,880	23,818	24,797	25,817	26,881	27,990
2	22,880	23,819	24,797	25,817	26,881	27,990	29,146
3	23,818	24,797	25,817	26,881	27,990	29,146	30,351
4	24,797	25,817	26,881	27,990	29,146	30,351	31,607
5	25,817	26,881	27,990	29,146	30,351	31,607	32,917
6	26,881	27,990	29,146	30,351	31,607	32,917	34,282
7	27,990	29,146	30,351	31,607	32,917	34,282	35,706
8	29,146	30,351	31,607	32,917	34,282	35,706	37,189
9	30,351	31,607	32,917	34,282	35,706	37,189	38,736
10	31,607	32,917	34,282	35,706	37,189	38,736	40,349
11	32,917	34,282	35,705	37,189	38,736	40,349	42,030
12	34,282	35,706	37,189	38,736	40,349	42,030	43,783

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1988-89 NON-TEACHING SALARY SCHEDULE (PROPOSED)

(87-88 + 5.5%)

RANGE	STEP 1	2	3	4	5	6	7	8
I	27,929	29,218	30,569	31,983	33,465	35,017	36,642	38,345
II	28,363	29,673	31,045	32,482	33,987	35,564	37,216	38,946
III	28,805	30,135	31,529	32,989	34,519	36,121	37,799	39,557
IV	29,253	30,605	32,021	33,504	35,058	36,686	38,391	40,177
V	29,708	31,082	32,521	34,028	35,606	37,260	38,992	40,807
VI	30,171	31,566	33,028	34,559	36,163	37,844	39,604	41,447
VII	30,641	32,059	33,544	35,100	36,729	38,437	40,225	42,098
VIII	31,119	32,559	34,068	35,649	37,304	39,039	40,856	42,759
IX	31,604	33,067	34,600	36,206	37,889	39,651	41,497	43,430

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